



# SHINING HOPE FARMS

PO Box 1036 | Mt Holly, NC 28120  
Phone (704) 827-3788 | Fax (704) 827-3799



## Trial Adoption/Re-homing Agreement

THIS AGREEMENT is made between **Shining Hope Farms, the non-profit organization**, located at **328 Whippoorwill Lane, Mt. Holly, NC 28120**, hereinafter referred to as “SHF”, and **Adopter**, residing at \_\_\_\_\_, hereinafter referred to as “ADOPTER”; This agreement is entered into between SHF and DONOR for the trial period and adoption of the equine described below on the following terms and conditions:

Name	
Sex	
Birthdate/Age	
Height	
Color	
Markings	
Breed	
Registration	

### A. SALE PRICE

For the full purchase price of: **\$ -0-** SHF agrees to donate and ADOPTER agrees to accept the horse described in this agreement pending trial period as described below, and ADOPTER agrees to the terms set forth in this agreement.

### B. TRIAL PERIOD

SHF has a period of \_\_\_\_\_ commencing on \_\_\_\_\_, and ending on \_\_\_\_\_.

While under trial period, ADOPTER and SHF agree to the following conditions:

- 1) ADOPTER agrees to keep said horse in good health, and free from disease by providing adequate feed, shelter, veterinary, and farrier care in accordance with accepted industry standards.
- 2) ADOPTER agrees to keep said horse free from all liens and encumbrances and to pay any and all expenses levied against said horse when due.
- 3) ADOPTER must return the horse if the horse does not prove suitable for the intended purpose. ADOPTER agrees that if said horse should get injured or become lame during the trial period, it is ADOPTER’s responsibility to return the horse in the same condition as when received from SHF.

### D. VETERINARY PRE-PURCHASE EXAM

ADOPTER is responsible to order pre-purchase veterinary exam to be conducted at ADOPTER’s expense, during the trial period. ADOPTER agrees to either accept the horse in the agreed upon donation manner or to return the horse if the vet exam is not satisfactory.

### E. WARRANTIES

SHF MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN HAVING CLEAR TITLE TO SAID HORSE. ADOPTER IS TO DETERMINE FITNESS FOR ADOPTER’S REQUIREMENTS DURING THE TRIAL PERIOD.

### F. OWNERSHIP TRANSFER

Upon accepting said horse, SHF agrees to transfer ownership, and all Medical and Farrier records on hand to ADOPTER. These documents shall be delivered in person or mailed through US Postal Service to ADOPTER.

**G. FIRST RIGHT OF REFUSAL**

Adopter must give SHF first right of refusal to the horse. Adopter may rehome said horse with prior written approval of SHF.

**H. BREACH OF CONTRACT**

SHF reserves the right to make scheduled visits to see the horse within the first year of adoption. Upon breach of contract the horse must be returned to SHF.

The horse CANNOT be bred and 2) the horse CANNOT be sold at auction/slaughter or allowed to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause the equine to be sold at auction or slaughter.

**I. RISK OF LOSS**

Effective the moment the horse leaves SHF’s barn, ADOPTER shall assume all expenses that are not covered by SHF’s Mortality and Major Medical Insurance, related to any accident, illness, or other peril that may occur including death or permanent disability of horse. The RISK OF LOSS continues until horse is returned to SHF’s stable or adoption is given for the horse.

**J. LIABILITY**

Effective the moment the horse leaves SHF’s stable, ADOPTER assumes full liability and agrees to indemnify and hold SHF, SHF’s Agent, and any other parties related to this sale, harmless from any damage or injury to any animal, person or property caused to or by said horse including death to person, animal or destruction of property.

**K. LAW**

The terms of this Agreement and disputes developing there under shall be enforces and construed in accordance with the laws of the State of North Carolina.

**L. CRUELTY**

Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

EXECUTED THIS [redacted] DAY OF [redacted].

**DONOR**

Name: Shining Hope Farms  
Address: 328 Whipoorwill Lane  
Mt. Holly, N.C. 28120  
Home #: \_\_\_\_\_  
Cellular #: (704) 608-6449  
Work #: (704) 827-3788  
Email Address: shininghopefarms@gmail.com  
Signature [redacted]

**ADOPTER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home #: \_\_\_\_\_  
Cellular #: \_\_\_\_\_  
Work #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature [redacted]